

UP-SP TRACKAGE RIGHTS IMPLEMENTING AGREEMENT 5.1A

between

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY Co.

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

1. The purpose of this agreement is to provide for expedited changes in services, facilities, operations, seniority districts and existing collective bargaining agreements to effectuate the trackage rights approved by the Surface Transportation Board in Decision No. 44 of Finance Docket No. 32760. The purpose is also to enable the company to provide effective competition to the combined UP-SP in corridors where such trackage rights have been granted, and to allow for integration of these trackage rights operations with other BNSF operations.

2. This particular Agreement covers operations in the Denver - Grand Junction corridor, and revises all versions of UP-SP Trackage Rights Implementing Agreement 5 to the extent set forth here.

IT IS AGREED:

Article 1 - Revision of Terminals

Section 1

A. Grand Junction will remain the home terminal for service in the territory between Grand Junction and Kremmling. The single extra board established at Grand Junction, in accordance with the controlling agreement, will continue to provide relief for the respective pools and any other necessary service originating at Grand Junction.

B. Denver will be established as the home terminal for service in the territory between Denver and Kremmling. Kremmling will be the away-from-home terminal for both Grand Junction and Denver.

C. 1. Service between Denver and Kremmling will be protected by qualified engineers on the Kremmling Board at Denver. This will be a guaranteed board,

operated under Santa Fe schedule rules, in the same manner and under the same conditions as the current Santa Fe (South) Helper Board at Denver. Such engineers will protect straight-away through freight service between Denver and Kremmling, helper service as needed in the Denver - Kremmling territory and relief for trains that die under the Hours of Service Law at or east of Bond. Engineers on this board may be used to help or dogcatch (as provided by schedule rules) more than one train in a single tour of duty, without being automatically released upon arrival at Denver.

C. 2. The separate helper board at Denver, established by Article 1, Section 2C of UP-SP Trackage Rights Implementing Agreement 5, is eliminated.

D. When Grand Junction East engineers, destined to Kremmling, are relieved under the hours of service at or east of Bond, the first out Denver engineer may be used. When so used, the Denver engineer will be transported to the train and handle it through Kremmling, with out release and handle the train on to Denver. Denver engineers used in this manner will be paid actual miles transported and run west of Kremmling with a minimum of 25 miles.

When Denver engineers, destined to Kremmling, are relieved under the hours of service law at or west of Granby, the first out Grand Junction east engineer may be used. When so used, the Grand Junction east engineer will be transported to the train and handle it through Kremmling, without release, and handle the train on to Grand Junction. Grand Junction east engineers used in this manner will be paid actual miles transported and run east of Kremmling with a minimum of 25 miles.

Section 3

The former Santa Fe Schedule covering engineers, as modified and amended, will continue to be applicable in this territory.

Article 2- Selection of Forces

Section 1

Preferences to assignments for the Kremmling Board at Denver will be as follows: First position, former C&S engineers; second position, former BN engineers; third position, former Santa Fe engineers; additional positions from all three groups; and, in each instance, the successful bidder will be selected in the order of their

promotion dates and, in the event of a tie, in the order of their birth dates. If a particular slot goes no-bid, former Santa Fe engineers would be force assigned.

Section 2

Due to the need to maintain a supply of qualified engineers for this operation, the following shall apply:

1. The designated carrier officer and the BLE Local Chairmen will confer about qualification issues, including insuring that a sufficient number of engineers are qualified. If agreement can't be reached, the General Manager and the General Chairmen will confer on the matter.

2. Due to the need to maintain qualified engineers on this board, once an engineer gets qualified and places on it, that engineer must stay on the board, unless a junior qualified engineer is or until a junior qualified engineer becomes available.

3. Initial successful bidders under Section 1 of this Article will be handled under Article XVII Territorial Qualification of the June 1, 1996 Agreement.

Article 3 - Supplements

The elements contained within this article are included strictly and only in exchange for the Organization's cooperation in expeditiously reaching a voluntary Implementing Agreement without resort to the delays and risks associated with arbitration under Section 4 of the Norfolk & Western Conditions. Since these elements go beyond the "selection of forces" issues that are the proper and limited subject matter of Section 4, they shall have no application, precedential value or persuasive force in **any** other setting, including failure of ratification.

Section 1

A. Overmiles on these runs will be paid as if these were Intraseniority District runs under the Award of Arbitration Board No. 458 and the ATSF-BLE Agreement of 1996.

B. In order to expedite the movement of trains over these crew districts, the company shall determine the conditions under which such engineers may stop to eat. When engineers, working or deadheading, are not permitted to stop to eat, they will be paid an allowance of \$1.50 for the trip, unless the engineer is on duty in excess of eight hours, in which event \$5.00 will be allowed in lieu of the \$1.50. If in conductor-only service, and a qualifying engineer is on duty in excess of eight hours, \$6.00 will be

allowed rather than \$5.00. These payments will be payable to engineers with seniority dates before and after November 1, 1985.

C. The special district pay in Article 5 of the ATSF - BLE Agreement of 1996 will apply to each engineer who works a through freight trip as a road freight engineer between the terminals of Denver and Kremmling.

Section 2

If the mileage regulation for the Grand Junction - Kremmling pool calls for 4 or fewer turns, but the parties agree or the company elects to keep the pool at a higher number of turns, active employees in that particular pool shall, while there is such a disparity, earn a payroll period compensation guarantee of not less than the applicable extra board guarantee.

Article 4 - General

Section 1

A. All pre-existing agreements that conflict with the terms of this agreement are superseded to the extent of the conflict. All provisions of preexisting agreements that do not conflict with the terms of this agreement, including the terms of the side letter dated September 19, 1997, remain in full force and effect.

B. This implementing agreement is made pursuant to the Norfolk & Western Conditions which, by this reference, are incorporated here.

C. Except as specifically provided, nothing in this implementing agreement shall be interpreted to expand or contract protective benefits provided in the Norfolk & Western Conditions imposed by the Interstate Commerce Commission and incorporated here by paragraph B of this section.

Section 2

This agreement will become effective after execution by the parties. It may later be changed by mutual agreement or in accord with applicable law.

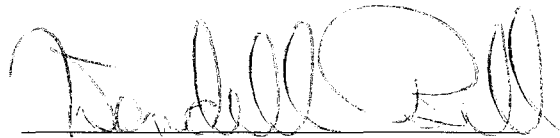
Signed and accepted at Fort Worth, TX this 17th day of June, 2003

for BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

for THE BURLINGTON NORTHERN
AND SANTA FE RAILWAY CO.



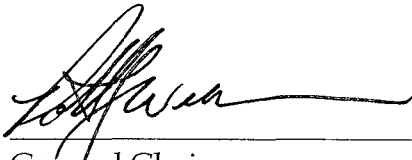
General Chairman



General Director - Labor Relations

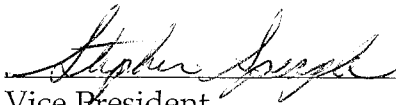


General Chairman



General Chairman

Approved:



Vice President